

TEAMSTERS 856

Agreement

with

Teamsters Local Union No. 665

November 1, 2016 – October 31, 2021



Protect yourself with your Weingarten Rights!

As a Union member, you are entitled to union representation if you are questioned by any management representative and have reason to believe that you might suffer disciplinary action as a result. To assert this right to union representation, declare your Weingarten Rights:

"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative or steward be present at this meeting. If this discussion could lead to my being disciplined, I choose not to answer any questions until a union representative or steward arrives."

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**AGREEMENT BETWEEN
TEAMSTERS LOCAL UNION NO. 665
AND
TEAMSTERS LOCAL UNION NO 856**

2016-2021

THIS AGREEMENT entered into this first day of November 2016 between Teamsters Local Union 665, hereinafter referred to as the "Employer", and Teamsters Local 856, hereinafter referred to as the "Union".

THIS AGREEMENT shall be in full force and effect from November 1, 2016 to and including October 31, 2021 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior date of expiration.

SECTION 1. RECOGNITION AND HIRING

Recognition: The Employer recognizes the Union as the exclusive representative of the employees covered by this agreement for collective bargaining. As a condition of employment, after thirty (30) days from the effective date of this Agreement, or after thirty (30) days from the date an employee is hired, whichever is later, all employees covered by this Agreement shall be required to become and remain members of the Union in good standing. The Union agrees that written notice shall be given to the Employer, or to the Employer's representative, at least seven (7) days before any employee is required to be removed from his employment by reason of his failure to become or remain a member of the Union, as required by this Section.

Hiring New Employees: The Employer shall give the Union equal opportunity with all other sources to refer suitable applicants for employment, but the Employer shall not be required to hire those referred by the Union or any other particular source.

Notification to the Union: The following information will be given in writing by the employer to the Union within seven (7) days from the date of hiring new employees: (1) name, home address and social security number of employee, (2) date employed; and (3) hourly rate of pay.

SECTION 2. CHECK-OFF

The Employer, at the request of the Union, is to deduct from the wages of employees, membership dues (and initiation fees) of the Union and promptly transmit such funds to the Union, provided that the Employer has received from each employee on whose account such deductions are made a written assignment which shall be irrevocable for a period of not more than one (1) year, or beyond the termination date of the applicable collective Agreement, whichever occurs sooner.

SECTION 3. REGULAR RATES OF PAY

See Appendix "A"

SECTION 4. OPERATIONAL CHANGES

The Employer shall give two (2) weeks' notice or two (2) week's pay in lieu thereof to any employee to be laid off or transferred when the transfer results in a reduction in classification as a result of an operational change.

SECTION 5. SEVERANCE PAY

Any employee continuously employed by the Employer for six (6) months or more shall be given two (2) weeks' notice or pay in lieu thereof in the event of discharge or layoff. This shall not apply where discharge is for dishonesty or such misconduct that immediate action is necessary.

SECTION 6. WORK DAY AND WORK WEEK

Work Day

- a. The work day shall be an eight-hour work day within nine consecutive hours, five-day work week.
- b. Each employee shall receive a relief period of 15 minutes during the first half of the shift and a relief period of 15 minutes during the second half of the shift. Employees working three continuous hours or more overtime shall be entitled to an additional paid relief period of 15 minutes. Employees working a half day or part-time employees working at least three and one-half hours shall be entitled to one relief period of 15 minutes.
- c. One hour will be allowed for lunch period unless other lunch time arrangements are mutually agreed to by the Employer and the employee. In all places of employment where employees are required to eat on the premises, a suitable place for that purpose shall be designated.
- d. The office hours will be as follows: Monday through Friday, 8:00 a.m. to 4:30 p.m.; closed for lunch 12:00 to 12:30 p.m.

Work Week

- a. In accordance with the Workday noted above, five consecutive days, Monday through Friday, shall constitute a week's work.
- b. The Employer is required to give at least seven calendar days' notice to any change in work schedule, unless mutually agreed.
- c. The Secretary-Treasurer shall have the authority to change, modify, or delete the office hours that are in the best interest of Teamsters Local 665.

SECTION 7. OVERTIME

- a. All time worked outside of the normal work day and/or work week of 40 hours, shall be paid at the rate of time and one half up to 44 hours. All time worked over 44 hours and Sundays and holidays shall be paid at the double time rate.
- b. When an employee is required to work overtime immediately following the normal workday as provided in Section 6. Work Day/Work Week, and works more than two hours, the Employer shall reimburse the employee for a meal not exceeding \$10.00. Any employee who is called back to work after leaving the office in which he/she is employed, after completion of the regular day's work, shall be paid for not less than two hours at the overtime rate, or the time actually worked, whichever is the greater, plus the meal allowance not to exceed \$10.00.
- c. Employees required to work on Saturday, Sunday, holidays or their regular non-scheduled working day shall be guaranteed at least three hours pay at the overtime rate.
- d. When applying this provision for any work in excess of a day's work or spread of a day's work, the rate of pay for the excess hours shall be at the last regular shift rate worked at the applicable overtime rate set forth in Section 7 (a).
- e. In the event of emergencies, such as equipment breakdown or critical deadlines beyond the control of the Employer, the Employer may require an employee(s) to work a reasonable amount of overtime. An employee who has a prior commitment or a personal emergency which conflicts with such emergency overtime shall be given due consideration, and the Employer shall work another employee if at all possible.
- f. It is by mutual agreement with the employee, Employer and Union that the employee have an option of time off or pay in lieu thereof.

SECTION 8. MINIMUM WAGE SCALES AND CLASSIFICATIONS

- a. It is to be clearly understood that the responsibility for management of the office rests entirely with the Employer, and is not to be assumed by employees coming under the terms of this Agreement.
- b. Any position or new position not covered by one of the classifications listed under Exhibits "A" and "B" of this Agreement shall be placed in that classification of Exhibits "A" and "B" that more nearly fits the work involved. It is further understood that the rates of pay are minimum rates, not to be considered as maximum rates, and no employee shall suffer reduction of premium pay wages or conditions by virtue of this Agreement.
- c. A departmental supervisor may be appointed or removed at the option of the Employer. A departmental supervisor shall receive a differential often percent per week above the scale of the highest paid classification supervised. One of the duties of the departmental supervisor shall be the responsibility for the ultimate instruction and training of new personnel.

d. Regular part-time employees work less than a full day and should be employed for not less than one-half day consisting of not less than four consecutive hours. Regular part-time employees shall be paid ten percent in excess of the minimum hourly rate for the classification of work performed. If an employee requests to be placed on a part-time status, and such request is granted, he/she shall not receive the ten percent in excess of the hourly rate applicable to regular part-time employees as provided above.

e. The Employer may hire a temporary employee or employees for a period not to exceed 90 continuous calendar days during periods of peak work load, vacation, sick leave and leave of absence periods. Any such employee(s) who work(s) beyond said 31-days shall become and remain a member of the Union in good standing. A temporary who works beyond the 90 day period shall be considered as permanent. Said temporary employee shall receive the minimum rate included in Exhibit "A" of this Agreement, but shall not receive the holiday rights contained in Article 9 of said Agreement. However, if they are required to work on any of the mentioned holidays, they shall receive double-time in addition to their basic weekly wage rate. A Temporary employee shall be entitled to a contribution on his/her behalf for the Health and Welfare Plan when he/she has completed 64 hours of employment. Such temporary employee shall be entitled to a contribution on his/her behalf for the Pension Plan. If such temporary employee is placed on a permanent status, such employee shall receive all of the benefits of this Agreement, except holidays, from the first date of employment.

f. Temporary employees who are replacing employees on Parental Leave and/or Leave of Absence shall remain on a temporary basis for the tenure of such leaves. However, after 90-days said temporaries shall receive all benefits including holidays, vacation and sick leave.

g. Employees who are required to travel in the performance of their work shall be paid, in addition to their regular rate of pay, for car mileage at the IRS rate per mile, plus reimbursement of expenses for subsistence and lodging.

h. Time paid for but not worked, such as paid holidays, paid vacation, paid sick leave, paid funeral leave, paid jury duty, shall be considered as time worked for the purpose of qualifying for benefits (i.e., Health & Welfare, Pension, Vacation, Holiday, Overtime and Sick Leave as applicable or any other benefits) other than wages under this Agreement.

SECTION 9. HOLIDAYS

a. The following holidays shall be designated as legal holidays, without reduction in pay: New Year's Day, Martin Luther King, Jr. Day Washington's Birthday, three (3) hours on Good Friday (or another three (3) hours off during the calendar year for religious purposes, in which case the employee must notify the Employer of time off desired one (1) month in advance), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas Day, Christmas Day, the day before New Year's Day, and Three (3) personal holidays.

Any holiday designated by the International shall be observed as a paid holiday.

- b. Any time worked on a designated holiday shall be paid for at the rate of double-time (2x) the regular rate of pay in addition to straight-time allowed.
- c. In the event any of the designated holidays occur during the period of an employee's vacation, an additional day's vacation shall be allowed for each holiday so occurring.
- d. Whenever a designated holiday falls on a Sunday, it shall be observed on the following Monday. Whenever a designated holiday falls upon a Saturday, or an employee's scheduled day off, the employee will receive another day's pay or another day off with pay during the contract year at the option of the Employer.

SECTION 10. VACATIONS

Employees who have been in the service of the Employer for a period of one (1) year shall be granted three (3) week's vacation with pay. An employee whose services terminate for any reason after six (6) months of continuous employment with the same employer shall be granted prorated vacation pay based on one-twelfth (1/12th) of his annual vacation pay per month. However, if his services should terminate for any reason prior to six (6) months of continuous employment with the same Employer, he shall not receive any prorated vacation pay.

Employees with five (5) or more years of service shall receive four (4) weeks of vacation with pay each year. Prorated vacation shall be based on one-twelfth (1/12th) of employee's annual vacation pay per month of service.

Employees with Ten (10) or more years of service shall receive five (5) weeks of vacation with pay each year. Prorated vacation shall be based on one-twelfth (1/12th) of employee's annual vacation pay per month of service.

Employees with fifteen (15) or more years of service shall receive six (6) weeks of vacation with pay each year. Prorated vacation shall be based on one-twelfth (1/12th) of employee's annual vacation pay per month of service.

Vacations may be taken on the basis of three (3) or more weeks at a time, at the option of the Employer; however, there shall be no more than twelve (12) weeks, accumulated vacation credit. Vacation credits may be used on a daily basis or any portion thereof.

Vacations shall be chosen on the basis of seniority.

Time off due to illness or approved leave of absence exceeding thirty (30) days shall not be accumulated toward vacation credit.

Upon resignation, retirement, discharge or death, an employee or his/her estate shall collect cash payment for all unused accumulated vacation credit.

SECTION 11. SICK LEAVE

After having served three (3) months, an employee is entitled to one (1) day per month sick leave with full pay dating from anniversary date of employment.

After employee accumulates sixty (60) days of sick leave, he/she shall cash-out December 1st all unused sick leave for that year.

Each employee who, during the execution of this Agreement, has presently accumulated sick leave, shall not lose any such sick leave.

Sick leave shall be integrated with the employee's State Disability Insurance. The Employer will pay an amount which added to the State Disability Benefit will equal the employee's regular wage. Only that amount of sick leave paid by the Employer shall be charged against the employee's sick leave credit.

When an employee has been absent from work for more than two (2) working days as a result of illness or injury, reasonable proof of such illness or injury must be submitted by the employee if requested by the employer before sick leave benefits will be paid.

Upon resignation, retirement, discharge or death, an employee or his/her estate shall collect cash payment for all unused accumulated sick leave. Sick leave will start from the first day of absence.

SECTION 12. LEAVE OF ABSENCE

a. Employees with more than six months of service shall be granted leaves of absence by the Employer without pay for reasonable periods not to exceed 90 days for reasons of bona fide illness, death in the immediate family, and required court appearance other than provisions as outlined in Article 14, of this Agreement, which leaves of absence shall not affect the employee's rights under this Agreement.

The Employer agrees to abide by all the provisions of the California Family Temporary Disability Insurance Act and the Federal Family and Medical Leave Act where such provisions provide more generous benefits than the Collective Bargaining Agreement. The Union agrees that the extension of medical benefits by the Trust Fund will be utilized prior to the 3 month Employer Extension as provided by the Federal Family and Medical Leave Act. In addition, the employee shall have the option of using any accrued paid time during such leave (i.e., vacation, sick leave, etc.) The Paid Family Leave program is funded through employee contributions to begin January 1, 2004. To cover the initial cost of this benefit, the employee SDI tax rate is increasing to 1.18% from 0.90%. Benefit payments begin on or after July 1, 2004.

b. The Employer may grant leaves of absence for personal reasons without pay for reasonable periods not to exceed 90 days. Such leaves of absence shall not affect the employee's rights under this Agreement. The Employer shall answer the employee's request for a leave of

absence within ten days except in cases of emergency. By mutual agreement of Employer and employee, this leave may be extended.

c. **Military Leave.** Permanent employees who are in the U. S. Military Reserves and who submit proof that during the calendar year they are required under terms of their initial obligation, to report for annual active duty training, shall be granted a leave with pay, less pay and allowances received, for not more than two weeks in addition to any vacation that employee may have accrued.

d. **Leave on Union Activities.** Employees shall be granted leaves of absence by the Employer without pay for a period not to exceed two weeks. Such leaves of absence by mutual agreement may be extended for like period if written permission is secured from both the Union and- the Employer. However, an employee who is elected or hired to fill a position with the Union shall be granted a leave of absence up to three years, for one such term only.

e. **Cases of death in the immediate family,** an employee shall be granted a leave of absence for five days with pay. Immediate family shall be defined as parents, mother-in-law, father-in-law, sister, brother, spouse, spousal equivalent, children, legally adopted or foster children, foster parents, grandparents and grandchildren.

An employee upon request shall receive a leave of absence to attend a funeral for persons other than the immediate family for a maximum of three days without pay.

f. **Upon being granted leaves of absence,** the employee and the Employer shall notify the Union of such leaves of absence in writing.

g. **The Employer shall not discriminate in granting or denying an employee's request for any leave of absence.**

SECTION 13. PREGNANCY AND PARENTAL LEAVE

a. **Leave for pregnancy and parental leave shall be granted in accordance with the law.**

b. **An employee shall be entitled to parental leave not to exceed 90 days following the birth of the child. Up to six weeks of the leave shall be covered by California Family Temporary Disability Insurance.**

c. **A non-childbearing employee shall be granted parental leave of absence in accord with the California Family Temporary Disability Insurance Act.**

SECTION 14. HEALTH & WELFARE PLAN

a. **The Employer agrees to pay contributions to the Bay Area Automotive Trust Fund and the Teamsters Benefits Trust Fund RSP for the purpose of providing health and welfare benefits and retiree supplemental benefits to the *eligible* employees, their dependents *and retirees* as defined in the respective Plans. *The definition of "eligible" employees shall mean active***

employees who work at least eight (80) hours or more in the previous month. The definition of dependents, as defined by the Trust Fund includes domestic partners.

b. The Employer agrees to pay the monthly contribution on each employee to maintain the level of benefits as determined by the Board of Trustees.

c. The Employer and the Union agree to be bound by the terms and provisions of the aforesaid Plan and Trust Agreement, and any amendments thereto, it being further understood that said Plan is not intended to be in addition to any existing Plan that the Employer might have in effect for his employees, but that this Plan shall replace any such plans as the standard plan in this industry.

d. The Employer and the Union agree that if the Employer finds a comparable Plan, it will be presented by the Employer and the Union to the members employed at Local #665, for acceptance or rejection.

SECTION 15. PENSION PLAN

a. Western Conference of Teamsters Pension Trust Fund

b. Effective November 1, 2016, the Employer shall make contributions to the Western Conference of Teamsters Pension Trust Fund for the account of each employee working under this Agreement, the sum of Six Dollars and Ninety-Five Cents (\$6.95) per compensable hour, which includes Forty-Five cents (\$.45) to provide for the Program For Enhanced Early Retirement. The contribution required to provide PEER/84 will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for PEER must at all times be 6.5% of the Basic contribution, and cannot be decreased or discontinued at any time.

Effective	Basic Hourly Rate	PEER/84 Rate	Total Contribution
November 1, 2016	\$6.95	.46¢	\$7.41
November 1, 2017	\$7.45	.49	\$7.94
November 1, 2018	*	*	*
November 1, 2019	*	*	*
November 1, 2020	*	*	*

* Employees may elect to divert a portion of the wage increase to the Western Conference of Teamsters Pension Plan provided the amount is the same for all members of the bargaining unit.

c. The total amount due for each calendar month shall be remitted in a lump sum not later than the tenth (10th) day of the following month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on

account of the employees. Failure to make the payments herein provided within the time specified shall be breach of this Agreement.

d. Supplemental Income Plan:

All employees may contribute into the Teamsters 401(k) Plan, and the Employer agrees to pay *Twenty cents (20¢)* per compensable hour for each employee, as well as the monthly administrative fee for each employee who elects to participate in the Plan.

Effective	Increase	Total Contribution
11/1/2016	+.80¢ per hour	\$2.00 per hour
11/1/2017	*	*
11/1/2018	*	*
11/1/2019	*	*
11/1/2020	*	*

*** Employees may elect to divert a portion of the wage increase to the Supplemental Income (401k) Plan provided the amount is the same for all members of the bargaining unit.**

Time paid for but not worked, such as holidays, sick leave and vacation time shall be considered as time worked for the purpose of this Section.

SECTION 16. PAYDAY

Employees shall be paid once each week.

SECTION 17. DISCRIMINATION

There shall be no discrimination against any applicant or employee because of race, creed, color, national origin, sex, religion, veteran status, ancestry, pregnancy, marital status, union activities, or lack of union activities, or other protected status.

SECTION 18. MEALTIME

The lunch period shall be either ½ hour or one (1) hour, as designated by the Principal Officer, and is to be taken within five (5) hours from the commencement of the shift. There will be no lunch period for any shift that is five (5) hours or less in duration.

SECTION 19. PREVIOUS EMPLOYMENT EXPERIENCE

All newly hired employees who have one (1) or more years of experience in the classification for which employees are hired, shall be hired at the starting rate provided for the classification hired for a period of three (3) months. If employee qualifies after three (3) months, he shall receive the maximum rate for the classification hired.

SECTION 20. MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work overtime differentials and general working conditions shall be maintained at no less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. Any employee enjoying wages or conditions better than those set forth in this Agreement shall not have them modified in any way to his disadvantage because of this Agreement.

SECTION 21. UNION REPRESENTATIVE VISITS

The Business Representative of the Union shall have access to the Employer's office or offices at any time agreeable to the Employer so as not to upset the working conditions in said office, in order to see that the provisions of this Agreement are carried out in every particular.

SECTION 22. SENIORITY

a. Seniority shall mean length of continuous service with the Employer and shall be cumulative on an office-wide basis. Once an employee has completed the 45-day probationary period seniority is retroactive to the first date of hire.

b. In laying off, recalling, transferring within the same classification, demoting or promoting (other than apprentices), the principle of seniority shall prevail where the employee has the ability and competence for the job (after minimum orientation). In cases of layoff, an employee shall have recall rights as follows:

- a) Employees with up to one year of seniority shall have recall rights for three months;
- b) Employees with up to two years of seniority shall have recall rights for six months; and
- c) Employees with two years or more of seniority shall have recall rights one year.

c. The Employer is not required to recall or train former employees for positions more than one grade above the position held at the time of layoff.

d. The Employer may utilize the service of a casual or part-time employee on a daily basis. Such employee shall not acquire seniority. All benefits, such as vacations, sick leave and holidays, shall be paid on a pro-rata basis.

e. Any employee directed by the Employer to aid in training of inexperienced employees or trainees as defined in Section 4 shall be paid 5% additional wages during the period of training. This shall not apply to experienced employees who are being instructed in the procedures of the office.

f. Seniority shall be terminated by:

- 1) Discharge for cause;
- 2) Resignation; or
- 3) Six (6) consecutive months of unemployment.

SECTION 23. JURY DUTY

Employees called to Jury Duty shall not lose any pay by reason of serving as jurors. The Employer shall pay such employees the difference between their regular compensation and the payment made to them as jurors. Employees called as jurors, if released from jury duty before noon on any such day, shall return to work.

Time served as jurors will be counted as time worked for all benefits.

Employees required to appear in court on behalf of the Employer during their normal work week shall receive their regular straight time pay during such appearance. If employees appear in court on behalf of the Employer on their day off, they shall receive the appropriate overtime rate of pay for the time spent in making such appearance.

SECTION 24. EMPLOYMENT AGENCY FEES

If employees are hired through an employment agency, the Employer is to pay the employment agency-fee.

SECTION 25. DISCHARGE OR SUSPENSION OR WARNING NOTICE

The Employer may discharge or suspend an employee for just cause, but no employee shall be discharged or suspended unless a written notice shall previously have been given to such employee of a complaint against him concerning his work or conduct except, that no such prior warning notice shall be necessary if the cause for discharge or suspension is for proven dishonesty, insubordination, drunkenness, incompetence, willful negligence failure to perform work as required.

The complaint specified in such prior warning notice need not concern the same type of misconduct as the cause for discharge or suspension No such warning notice shall remain in effect for a period of more than six (6) months.

Employer will purge employee's file after deletion of any letter. A copy of such warning notice shall be sent to the Local Union involved at the time it is given to the employee.

An employee may request an investigation of his discharge or suspension or any warning notice and the Union shall have the right to protest any such discharge, suspension or warning notice.

Any such protest shall be presented to the Employer in writing within ten (10) days, exclusive of Saturdays, Sundays and holidays, after the discharge suspension or warning notice, and if not presented within such period, the right of protest shall be waived. A copy of any such protest shall be given to the Employer. Upon the filing of a protest the matter shall be immediately

referred to an Adjustment Board selected in the manner provided in Section 27, for determination in accordance with the disputes procedure set forth therein.

The Employer shall give a discharged employee a written notice of termination and at the same time send a copy to the Local Union.

SECTION 26. ADJUSTMENT OF GRIEVANCES

Within five (5) working days in case of a grievance arising, it shall be first taken up by a Union representative (who shall be recognized by the Employer) with the Employer.

In case these efforts at adjustment fail, the matter shall be referred to the Adjustment Board.

An Adjustment Board, consisting of two (2) members representing each of the parties hereto, shall be set up for the Purpose of hearing and deciding grievances of members of the Union and of the Employer relating to provisions of the Agreement. Such Board shall meet with the complainant or his representative within forty-eight (48) hours after submission and shall render its decision within forty-eight (48) hours after termination of such hearing.

If the four (4) members of the Adjustment Board are unable to settle a dispute within said forty-eight (48) hours, they shall, upon written notice request of either party, call in a fifth (5th) member who shall be a disinterested party, and who shall act as chairman. The decision of said Board shall be in writing and accepted as final and binding by the parties hereto.

All decisions made by the Adjustment Board or by the impartial chairman shall be complied within forty-eight (48) hours after receipt of written notice or such decision by the party against whom the decision is rendered.

There shall be no cessation of work nor lockout during pendency of any such adjustment or arbitration. However, should the Employer fail to comply with such decision within such time as above specified, or should the Employer refuse to submit himself to the Adjustment Board upon a complaint against him, he shall lose all rights and privileges under this Agreement and the Union shall be free to take action to enforce the rights of the workers.

SECTION 27. SUBCONTRACTING WORK

The Employer and the Union agree that stabilized employment is an important objective to be attained. Therefore, the Employer agrees that during the life of this Agreement no work or service performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased or assigned in whole or in part to any other plant or person, in the Ukiah office, where a grievance or controversy has to be filed and is to be kept timely unless the express permission of the Union is obtained.

SECTION 28. LEGAL PLAN

Employees shall be covered by the Western Conference of Teamsters Legal Plan and all premiums shall be borne by the Employer.

SECTION 29. ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

Employees shall be covered by the Teamsters Multi Benefits Trust and all premiums shall be borne by the Employer.

SECTION 30. OFFICE CLOSURE, MERGERS, RELOCATION AND STAFF REDUCTION

a. This Agreement shall remain in full force and effect should relocation of an office occur within the counties of San Francisco, Marin, Sonoma, San Mateo, Alameda, Contra Costa, Solano, Sacramento and Yolo.

b. In the event of full or partial closure, merger, or relocation, the Employer shall give the Union 60 days prior notice in writing of the reasons for the full or partial closure, merger, relocation or layoff, an estimate of the duration of the reduction or area of relocation and the number of bargaining and non-bargaining unit employees to be affected.

c. Prior to the issuance of individual layoff notices, the Employer, the Union Representative, and Steward(s) shall meet to fully discuss possible alternatives to such reduction or relocation.

d. Employees to be affected shall be entitled to reasonable time off without pay for the purpose of job interviews.

e. The active employee seniority rosters (excluding employees on letter of layoff) shall be "dovetailed" by appropriate classification in the order of each employee's full continuous classification seniority date that the employee is currently exercising. The active "dovetailed" seniority roster shall be utilized first and until exhausted to provide employment at such combined operational location/s.

f. In the event of layoff the affected employees shall be entitled to written letters of recommendation.

In the event of layoff, laid off employees shall receive a continuation of Health and Welfare for a period of one month following layoff by the Employer, unless the employee participates in a similar or more liberal plan under new employment.

In the event of relocation, the employee at his/her option may elect layoff under the preceding provisions at any time up to 90 days after the relocation has been effected. Any employee who faces an unreasonable commute to the new location and who chooses to relocate closer to the

new worksite, shall be entitled to unpaid leave of up to five work days for the purpose of moving.

SECTION 31. TERMINATION AND RENEWAL

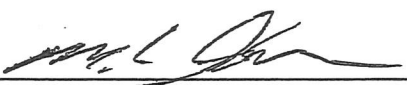
THIS AGREEMENT shall be in full force and effect from *November 1, 2016 to October 31, 2021*. This Agreement shall continue in effect unless either party gives notice in writing at least 60 days prior to any expiration or modification date of its desire to terminate or modify such agreement; provided that in the event the Union serves written notice in accordance with this Article, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contrary notwithstanding.

It is agreed by the parties that any letters of understanding, memoranda or similar signed documents which may now exist or exist in the future which modify or change this existing Agreement and not signed by the Employer signatory hereto are null and void. This Section is not intended to affect existing past practices.

IN WITNESS WHEREOF, the parties thereto have hereunto set their hands and seals this 1st day of NOVEMBER, 2016.

Teamsters Union Local No. 665

Teamsters Union Local No. 856

By: 

Mark Gleason, Secretary-Treasurer

By: 

Peter Finn, Secretary Treasurer

Date: 11-1-2016

Date: 12/19/16

Appendix A

REGULAR RATES OF PAY: The rates of pay for the various classifications of work covered by this agreement shall not be less than the following:

Group Classification Salary Range Steps Effective 11/1/2016

1. Titan Operator/Secretary

11/1/2016	11/1/2017	11/1/2018	11/1/2019	11/1/2020	11/1/2021
\$33.64	\$34.32	\$35.01	\$35.71	\$36.43	\$37.16

2. Office Manager/Bookkeeper

11/1/2016	11/1/2017	11/1/2018	11/1/2019	11/1/2020	11/1/2021
\$37.57	\$38.33	\$39.10	\$39.89	\$40.69	\$41.51